

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

IN RE:

**WATSON GRINDING &  
MANUFACTURING CO.,**

Debtor.

**CASE NO. 20-30967**

(Chapter 11)

**OPAL WILEY,**

Plaintiff,

**VS.**

**WATSON GRINDING AND  
MANUFACTURING CO., WATSON  
VALVE SERVICES, INC., KMHJ,  
LTD., KMHJ MANAGEMENT  
COMPANY, LLC, 3M COMPANY,  
FIRESTONE CRYOGENICS, INC.,  
FIRESTONE CRYOGENIC  
EQUIPMENT, INC., MATHESON  
TRI-GAS, INC., WESTERN  
INTERNATIONAL GAS &  
CYLINDERS, INC., TELEDYNE  
EXPLORATION COMPANY,  
TELEDYNE TECHNOLOGIES, INC.  
D/B/A DETCON, INC., AND  
AUTOMATION PLUS, INC.,**

ADVERSARY NO. \_\_\_\_\_

## Defendants.

## NOTICE OF REMOVAL

Janet S. Northrup, Chapter 11 Trustee (the “Trustee”) of the Estate of Watson Grinding & Manufacturing Co. (the “Debtor”), files this Notice of Removal of the state court action styled *Opal Wiley vs. Watson Grinding and Manufacturing Co., Watson Valve Services, Inc., KMHJ, Ltd., KMHJ Management Company, LLC, 3M Company, Firestone Cryogenics, Inc., Firestone Cryogenic Equipment, Inc., Matheson Tri-Gas,*

*Inc., Western International Gas & Cylinders, Inc., Teledyne Exploration Company, Teledyne Technologies, Inc. d/b/a Detcon, Inc., and Automation Plus, Inc.*, Cause No. 2020-40301, pending in the 189<sup>th</sup> Judicial District Court of Harris County, Texas (the “State Court Action”).

**I. Procedural Background and Nature of Suit**

1. On July 7, 2020, Opal Wiley filed an Original Petition (the “Original Petition”) against Watson Grinding and Manufacturing Co., Watson Valve Services, Inc., KMHJ, Ltd., KMHJ Management Company, LLC, 3M Company, Firestone Cryogenics, Inc., Firestone Cryogenic Equipment, Inc., Matheson Tri-Gas, Inc., Western International Gas & Cylinders, Inc., Teledyne Exploration Company, Teledyne Technologies, Inc. d/b/a Detcon, Inc., and Automation Plus, Inc. (collectively, the “Defendants”). In the Original Petition, the Plaintiff asserts claims of negligence, gross negligence, and/or products liability - design defect against the Defendants.

2. On July 8, 2020, Western International Gas & Cylinders, Inc. and Matheson Tri-Gas, Inc.’s Crossclaims Against Watson Grinding and Manufacturing Co. and Watson Valve Services, Inc. was filed.

3. On July 14, 2020, KMHJ, Ltd. and KMHJ Management Company, LLC, filed their Original Answer.

4. On July 16, 2020, Western International Gas & Cylinders, Inc. and Matheson Tri-Gas, Inc. filed their Original Answer.

5. On February 6, 2020 (the “Petition Date”), the Debtor filed its Voluntary Petition under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), commencing the bankruptcy case captioned *In re Watson Grinding & Manufacturing Co.*, Case No. 20-30967, pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Chapter 11 Bankruptcy Case”).

## II. Basis for Removal

6. This Notice of Removal is filed pursuant to 28 U.S.C. § 1452, Bankruptcy Rule 9027, and Local Bankruptcy Rules 9027-1, 9027-2, 9027-3, and the *General Order of Reference* entered by the District Court of this District on March 10, 2005.

7. The State Court Action was initiated after the commencement of the Chapter 11 Case. This Notice of Removal has been timely filed pursuant to Bankruptcy Rule 9027(a)(2). *In re R.E. Loans, LLC*, No. 11-35865, 2012 WL 3262767, at \*2 (Bankr. S.D. Tex. Aug. 8, 2012).

8. Venue in this Court is proper pursuant to 28 U.S.C. § 1409.

9. Cases subject to jurisdiction are removable under the authority of 28 U.S.C. § 1452(a) (“A party may remove any claim or cause of action...to the district court for the district where such civil action is pending, if such district court has jurisdiction of such claim or cause of action under section 1334 of this title”). The State Court Action, including all claims and causes of action asserted therein, is a civil action other than a proceeding before the United States Tax Court. The State Court Action is not a civil action by a government unit to enforce such government unit’s police or regulatory power.

10. This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1334(b) (federal district courts have “original jurisdiction of all civil proceedings...arising in or related to cases under title 11”). The State Court Action “arises in” or, alternatively, is “related to” a Title 11 case, *i.e.* the Debtor’s Chapter 11 Bankruptcy Case. In this circuit, “related to” proceedings include any case whose outcome “could *conceivably* have any effect on the administration of the estate.” *In re Wood*, 825 F.2d 90, 93 (5th Cir. 1987) (emphasis added); *In re Baudoin*, 981 F.2d 736, 740 (5th Cir. 1993).

11. The resolution of this State Court Action will have a direct impact on the bankruptcy estate of the Debtor. The State Court Action is related to the Debtor’s Chapter 11 Bankruptcy Case because the outcome of State Court Action could conceivably change the Debtor’s rights, liabilities,

or options in a way that would have an effect upon the handling and administration of the bankruptcy estate.

12. Thus, the claims asserted in the State Court Action are claims that arise in or are otherwise related to the Debtor's Chapter 11 Case pursuant to 28 U.S.C. § 1334(b), and removal to this Court is proper pursuant to 28 U.S.C. § 1452(a).

### **III. Core or Non-Core Bankruptcy Jurisdiction**

13. This action involves the administration of the Debtor's estate and is a proceeding affecting the adjustment of the debtor-creditor relationship; it is, therefore, a core proceeding under 28 U.S.C. § 157(b)(2)(A)(B)(C) and (O). The claims and causes of action in the State Court Action have a clear and direct impact on the interests and property of the Debtor's estate under 11 U.S.C. § 541.

14. Upon removal of the State Court Action, the Trustee consents to the entry of final orders or judgment by the bankruptcy judge.

### **IV. Parties and Notice**

15. Pursuant to 28 U.S.C. § 1452(a), Federal Bankruptcy Rule 9027(b), and Local Rule 9027-1, all adverse parties are being provided with a copy of this Notice of Removal and a copy of this Notice of Removal is being filed with the clerk of the 189<sup>th</sup> Judicial District Court of Harris County, Texas.

16. In accordance with Local Rule 9027-1(a), the names and addresses of the parties and counsel in the State Court Action, who have or will be served with the notice, are as follows:

<p>Fitts Law Firm, PLLC Bryan Fitts Rachel Martin-Deckelmann 4801 Richmond Avenue Houston, Texas 77027</p> <p><b>ATTORNEYS FOR PLAINTIFFS</b></p>	<p>McCoy Leavitt Laskey LLC John V. McCoy Michael I. Ramirez N19 W24200 Riverwood Dr., Suite 125 Waukesha, WI 53188</p> <p><b>ATTORNEYS FOR WATSON GRINDING &amp; MANUFACTURING CO.</b></p> <p>Gieger, Laborde &amp; Laperouse L.L.C. Ernest P. Gieger, Jr. 701 Poydras Street, Suite 4800 New Orleans, Louisiana 70139</p> <p><b>ATTORNEYS FOR WATSON VALVE SERVICES, INC.</b></p>
<p>Greenberg Traurig, LLP Mary-Olga Lovett 1000 Louisiana St., Suite 1700 Houston, Texas 77002</p> <p>Greenberg Traurig, LLP Christopher M. LaVigne 2200 Ross Avenue, Suite 5200 Dallas, Texas 75201</p> <p><b>ATTORNEYS FOR MATHESON TRI-GAS, INC. AND WESTERN INTERNATIONAL GAS &amp; CYLINDER, INC.</b></p>	<p>Jackson Walker L.L.P. Bruce J. Ruzinsky 1401 McKinney, Suite 1900 Houston, Texas 77010</p> <p>The Silvera Firm Robert C. Turner 17070 Dallas Parkway, Suite 100 Dallas, Texas 75248</p> <p><b>ATTORNEYS FOR KMHJ, LTD. AND KMHJ MANAGEMENT COMPANY, LLC</b></p>

#### V. Process and Pleadings

17. Pursuant to Bankruptcy Rule 9027(a)(1) and Local Bankruptcy Rule 9027-1(b), true and correct copies of all process and pleadings filed in the State Court Action (as set forth in the attached Exhibit “A”) have been provided to this Court.

18. In the State Court Action, citations of service were issued on July 15, 2020. No return of citations have been returned.

19. In accordance with Bankruptcy Rule 9027(c), the Trustee will promptly file a notice of the filing of this Notice of Removal in the State Court Action.

WHEREFORE, the Trustee notifies the United States Bankruptcy Court for the Southern District of Texas, Houston Division, that the State Court Action is hereby removed in its entirety to this Court pursuant to 28 U.S.C. § 1452(a) and Bankruptcy Rule 9027.

Dated: July 24, 2020.

Respectfully submitted,

**JONES MURRAY & BEATTY, LLP**

By: /s/ Ruth Van Meter

Erin E. Jones

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**PROPOSED SPECIAL COUNSEL FOR JANET  
S. NORTHRUP, CHAPTER 11 TRUSTEE OF  
THE ESTATE OF WATSON GRINDING &  
MANUFACTURING CO.**

**HUGHESWATTERSASKANASE, LLP**

By: /s/ Wayne Kitchens

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**PROPOSED COUNSEL FOR JANET S.  
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ESTATE OF WATSON GRINDING &  
MANUFACTURING CO.**

AND

**McCOY LEAVITT LASKEY LLC**

By: /s/ Michael I. Ramirez  
Michael I. Ramirez  
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**COUNSEL FOR WATSON GRINDING &  
MANUFACTURING CO.**

**CERTIFICATE OF SERVICE**

I certify that on July 24, 2020, a true and correct copy of the foregoing Notice was served via ECF/PACER to all parties registered to receive such service and via first class mail (without attachments) on a date to be supplemented to the following:

<p>Fitts Law Firm, PLLC Bryan Fitts Rachel Martin-Deckelmann 4801 Richmond Avenue Houston, Texas 77027</p> <p><b>ATTORNEYS FOR PLAINTIFFS</b></p>	<p>McCoy Leavitt Laskey LLC John V. McCoy Michael I. Ramirez N19 W24200 Riverwood Dr., Suite 125 Waukesha, WI 53188</p> <p><b>ATTORNEYS FOR WATSON GRINDING &amp; MANUFACTURING CO.</b></p> <p>Gieger, Laborde &amp; Laperouse L.L.C. Ernest P. Gieger, Jr. 701 Poydras Street, Suite 4800 New Orleans, Louisiana 70139</p> <p><b>ATTORNEYS FOR WATSON VALVE SERVICES, INC.</b></p>

<p>Greenberg Traurig, LLP Mary-Olga Lovett 1000 Louisiana St., Suite 1700 Houston, Texas 77002</p> <p>Greenberg Traurig, LLP Christopher M. LaVigne 2200 Ross Avenue, Suite 5200 Dallas, Texas 75201</p> <p><b>ATTORNEYS FOR MATHESON TRI-GAS, INC. &amp; WESTERN INTERNATIONAL GAS &amp; CYLINDER, INC.</b></p>	<p>Jackson Walker L.L.P. Bruce J. Ruzinsky 1401 McKinney, Suite 1900 Houston, Texas 77010</p> <p>The Silvera Firm Robert C. Turner 17070 Dallas Parkway, Suite 100 Dallas, Texas 75248</p> <p><b>ATTORNEYS FOR KMHJ, LTD. AND KMHJ MANAGEMENT COMPANY, LLC</b></p>
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/s/ Ruth Van Meter  
Ruth Van Meter



**EXHIBIT A**

**2020-40301**

**COURT:** 189th

**FILED DATE:** 7/7/2020

**CASE TYPE:** Other Injury or Damage



**WILEY, OPAL**

Attorney: FITTS, BRYANT ALLEN

**VS.**

**WATSON GRINDING AND MANUFACTURING CO**

**Docket Sheet Entries**

**Date**

**Comment**

CAUSE NO. \_\_\_\_\_

OPAL WILEY,

*Plaintiff,*

v.

WATSON GRINDING AND  
MANUFACTURING CO., WATSON  
VALVE SERVICES, INC., KMHJ, LTD.,  
KMHJ MANAGEMENT COMPANY, LLC.  
3M COMPANY, FIRESTONE  
CRYOGENICS, INC., FIRESTONE  
CRYOGENIC EQUIPMENT, INC.,  
MATHESON TRI-GAS, INC., WESTERN  
INTERNATIONAL GAS &  
CYLINDERS, INC., AND TELEDYNE  
EXPLORATION COMPANY,*Defendants.*

IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURES**

Plaintiff, Opal Wiley (hereinafter collectively referred to as "Plaintiff"), complains of Defendants, Watson Grinding and Manufacturing Co., Watson Valve Services, Inc., KMHJ, Ltd., KMHJ Management Company, LLC., 3M Company, Firestone Cryogenic Equipment, Inc., Matheson Tri-Gas, Inc., Western International Gas & Cylinders, Inc., Teledyne Exploration Company, Teledyne Technologies, Inc. f/k/a Detcon, Inc. and Automation Plus, Inc. (hereinafter collectively referred to as "Defendants") and would respectfully show the Court that:

**I. JURISDICTION AND VENUE**

1. Court has jurisdiction and venue is proper because the events giving rise to this lawsuit occurred in this County. TEX. CIV. PRAC. & REM. CODE § 15.002. Plaintiff's claims arise from Texas Common Law. Further, Defendants are residents of Harris County, Texas, and therefore, the case is not removable.

## **II. DISCOVERY LEVEL**

2. Discovery in this matter may be conducted under level 2 of the Texas Rules of Civil Procedure.

## **III. PARTIES**

3. Plaintiff, Opal Wiley, is an individual who resides in Harris County, Texas.

4. Defendant, Watson Grinding and Manufacturing Co. (“Watson Grinding”) is a Texas entity with a principal place of business in Harris County. The Defendant may be served through its registered agent, John M. Watson at 4525 Gessner Road, Houston, Texas 77041, or wherever he may be found.

5. Defendant, Watson Valve Services, Inc. (“Watson Valve”) is a Texas entity with a principal place of business in Harris County. This Defendant may be served with process through its registered agent, John M. Watson at 4525 Gessner Road, Houston, Texas 77041, or wherever he may be found.

6. Defendant KMHJ, Ltd. (“KMHJ”) is Texas entity with a principal place of business located in Harris County. This Defendant may be served through its registered agent, KMHJ Management Company, LLC, at 1400 McKinney Street, Unit 1212, Houston, Texas 77010.

7. Defendant KMHJ Management Company, LLC (“KMHJ Management”) is Texas entity with a principal place of business located in Harris County. This Defendant may be served through its registered agent, Kelly Watson at 1400 McKinney Street, #1212, Houston, Texas 77010, or wherever she may be found.

8. Defendant 3M Company (“3M”) is a foreign corporation that is registered and does a substantial amount of business in the state of Texas. This Defendant may be served through its

registered agent, CSC-Lawyers Incorporating Service Company, 211 E. 7th St, Suite 620, Austin, Texas 78701.

9. Firestone Cryogenics, Inc. (“Firestone”) is a Texas entity with its principal place of business in Conroe, Texas and does a substantial amount of business in Harris County. This Defendant may be served through its registered agent, Linda Plummer at 12446 Cutten Road, Houston, Texas 77066 or wherever she may be found.

10. Firestone Cryogenic Equipment, Inc. (“Firestone Equipment”) is a Texas entity with its principal place of business in Conroe, Texas and does a substantial amount of business in Harris County. This Defendant may be served through its registered agent, Linda Plummer at 12446 Cutten Road, Houston, Texas 77066 or wherever she may be found.

11. Defendant Matheson Tri-Gas, Inc. (“Matheson”) is a foreign corporation with its principal place of business in Basking Ridge, New Jersey and does a substantial amount of business in Texas. This Defendant may be served through its registered agent, CT Corporation System at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

12. Western International Gas & Cylinders, Inc. (“Western”) is a Texas entity with its principal place of business in Irving, Texas. This Defendant may be served through its registered agent Denise C. Haugen at 7173 Highway 159 E., Bellville, Texas 77418 or wherever she may be found.

13. Teledyne Exploration Company (“Teledyne”) is a foreign corporation with its principal place of business in Pittsburgh, Pennsylvania and does a substantial amount of business in Texas. This Defendant may be served through its registered agent, CT Corporation at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

14. Teledyne Technologies Inc. f/k/a Detcon, Inc. (“Teledyne Technologies”) is a foreign corporation with its principal place of business in Thousand Oaks, California and does a substantial amount of business in Texas. This Defendant may be served through its registered agent, Cogency Global, Inc., 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

15. Automation Plus, Inc. (“Automation”) is a Texas corporation with a principal place of business in Harris County, Texas. This Defendant may be served through its registered agent, Frank Lomelo at 3705 Pine Lawn Drive, Pearland, Texas 77581.

#### **IV. FACTUAL BACKGROUND**

16. On or about January 24, 2020, Plaintiff suffered significant injuries and property damage as a result of Defendants’ negligence and gross negligence at an industrial facility (“the Facility”) in northwest Houston. At all material times, Plaintiff was a resident and guest in the area(s) nearby the Facility. The Facility is owned, operated and maintained by Defendants Watson Valve, Watson Grinding, KMHJ and KMHJ Management.

17. On the date of the underlying incident, Plaintiff suffered serious injuries and property damage when a catastrophic explosion occurred related to tanks and associated equipment at the Facility. The explosion was tremendous and could be felt miles away. Given Plaintiff’s proximity to the explosion her home and body sustained serious damage and personal injury, including but not limited to injury to her head, neck, back, spine, knee, elbow, and other parts of her body.

18. Upon information and belief, Defendants, Western and Matheson, provided tank(s), tank contents and associated equipment which were involved in the incident. Moreover, Defendants 3M, Western, Teledyne and Teledyne Technologies provided safety equipment/systems, including those related to chemical/gas detection. This equipment was part of the Facility

infrastructure and designed to monitor and regulate gas as it flowed through piping, which was installed by Defendants Automation, Firestone and Firestone Equipment.

## **V. CAUSES OF ACTION**

### **A. *Negligence and Gross Negligence Claims (against all Defendants)***

19. Plaintiff repeats and re-alleges each allegation contained above.

20. Plaintiff sustained injuries because of Defendants' negligence and gross negligence when Defendants:

- a. failed to properly train their employees;
- b. failed to provide adequate equipment;
- c. failed to properly supervise their employees;
- d. failed to conduct adequate maintenance;
- e. failed to maintain their facility;
- f. failed to maintain their equipment;
- g. failed to properly supervise work being performed;
- h. failed to provide adequate warning to Plaintiff of the dangerous condition;
- i. failed to inform Plaintiff of the defective nature of the condition;
- j. failed to provide adequate instruction;
- k. failed to properly inspect the premises;
- l. failed to implement adequate safety policies and procedures;
- m. failed to ensure its safety systems were adequate and functional;
- n. failed to implement adequate explosion prevention systems;
- o. failed to implement adequate fire prevention systems;

- p. failed to properly train its safety personnel to prevent explosions such the one underlying this suit;
- q. violations of applicable rules, regulations and standards;
- r. vicariously liable for the act(s) and omission(s) of their employee(s) and agent(s); and
- s. other acts deemed negligent and grossly negligent.

21. As a direct and proximate result of Defendants' conduct, Plaintiff sustained severe injuries to her body which resulted in physical pain, mental anguish, and other medical problems. Plaintiff has sustained severe pain, physical impairment, discomfort, mental anguish, and distress. In all reasonable probability, Plaintiff's physical pain, physical impairment and mental anguish will continue indefinitely. Plaintiff has also suffered a loss of earnings in the past, as well as a loss of future earning capacity. Plaintiff has incurred and will continue to incur pharmaceutical and medical expenses in connection with his injuries. Moreover, Plaintiff has suffered property damage, including but not limited to loss of the use and enjoyment of her property loss in value of property; and other property damage. Defendants are liable because their negligence and/or gross negligence proximately caused Plaintiff's injuries.

22. In addition, Plaintiff is entitled to punitive damages because the aforementioned actions of Defendants were grossly negligent. Defendants acted with flagrant and malicious disregard of Plaintiff's and others' health and safety. Defendants were objectively aware of the extreme risk posed by the conditions which caused Plaintiff's injuries, but did nothing to rectify them. Defendants' acts and omissions involved an extreme degree of risk considering the probability and magnitude of potential harm to Plaintiffs and others. Defendants had actual, subjective



awareness of the risk, and consciously disregarded such risk. Accordingly, Plaintiff is entitled to and seeks exemplary damages.

**B. *Strict Liability (against Defendants Western, Matheson, 3M, Western, Teledyne, Teledyne Technologies, Automation, Firestone and Firestone Equipment).***

23. Plaintiff repeats and re-alleges each allegation contained above.

24. For the following section, “the product” shall refer to: tank(s) and associated equipment for Defendants Western and Matheson; piping and associated equipment for Defendants Automation, Firestone and Firestone Equipment; gas detection and monitoring equipment for Defendants 3M, Western, Teledyne and Teledyne Technologies.

25. Defendants manufactured, designed, distributed and/or sold the product that injured Plaintiffs with design, manufacturing, and/or marketing defects.

26. *Marketing Defect and Failure to Warn:* The product was designed, manufactured, distributed, and/or sold with one or more marketing defects.

- a. There was an unreasonable risk in the intended or reasonably foreseeable use of such product;
- b. Defendants knew, foresaw, or should have known or foreseen the above risk;
- c. Defendants failed to adequately warn Plaintiff of the risks, failed to instruct Plaintiff of the above risks, and/or failed to adequately instruct Plaintiff on how to avoid the dangers; and
- d. The marketing defect(s) rendered the product unreasonably dangerous.

27. *Design Defect:* The product was designed, manufactured, distributed and/or sold with one or more design defect.

- a. Defendants designed the product and knew of safer alternative designs that were available at the time of production.
- b. The safer alternative designs would have prevented or significantly reduced the above risks without substantially impairing the product’s utility;

- c. The safer alternative designs was economically and technologically feasible at the time the product left the control of Defendants; and
- d. The design defect(s) rendered the product unreasonably dangerous.

28. *Manufacturing Defect:* The product was designed, manufactured, distributed, and/or sold with one or more manufacturing defects. The Defendants manufactured the condition and at the time deviated in the quality of construction, plan and/or specifications rendering the condition unreasonably dangerous.

29. The design, manufacturing, and/or marketing defect(s) rendered the product unreasonably dangerous.

30. The design, manufacturing, and/or marketing defect(s), which rendered the product unreasonably dangerous were the producing causes to Plaintiffs' injuries.

**C. *Breach of Warranty (against Defendants Western, Matheson, 3M, Western, Teledyne, Teledyne Technologies, Automation, Firestone and Firestone Equipment).***

31. Plaintiff repeats and re-alleges each allegation contained above.

32. Defendants, their agents, servants and employees impliedly and expressly warranted that they would properly, adequately and safely design, construct, test and install the tank(s) and associated equipment and systems at the Facility, including all its components, including but not limited to the detection, prevention and safety system(s). Defendants, their agents, servants and employees breached these warranties in one or more of the following ways:

- a. Failing to perform their work in a good and workmanlike manner;
- b. Failing to adequately design the tank systems;
- c. Failing to adequately design the safety and detection systems;
- d. Failing to adequately design the system component parts;

- e. Failing to properly test the tank systems;
  - f. Failing to properly test the safety and detection systems;
  - g. Failing to properly test the component parts;
  - h. Failing to provide the tank systems for its intended purpose;
  - i. Failing to provide the safety and detection systems for its intended purpose;
  - j. Failing to provide the components parts for their intended purpose; and
  - k. Other various breaches of warranty.
33. Plaintiff suffered injuries and direct damages as a proximate result of Defendants' breach of the express and implied warranties. Further, Plaintiff suffered actual and consequential damages as a proximate result of Defendants' breach of express and implied warranties.

#### **VI. DAMAGES**

34. As a result of Defendants' negligence, gross negligence and premises liability, Plaintiff has suffered and seeks recover for the following in an amount in excess of \$100,000.00:

- a. Compensatory damages against the Defendants;
- b. Actual damages;
- c. Consequential damages;
- d. Pain and suffering;
- e. Exemplary damages;
- f. Past and future mental anguish;
- g. Past and future impairment;
- h. Past and future disfigurement;
- i. Interest on damages (pre and post-judgment) in accordance with the law;
- j. Costs of Court;

- k. Expert witness fees;
- l. Property use;
- m. Loss of use of property;
- n. Diminution in value of property;
- o. Costs of copies of depositions; and
- p. Such other and further relief as the Court may deem just and proper.

**VII. REQUEST FOR DISCLOSURE TO ALL DEFENDANTS**

35. Pursuant to Texas Rules of Civil Procedure 194, Plaintiff requests you disclose, within 50 days of service of this request, the information or materials described in Texas Rule of Civil Procedure 194.2(a)-(l).

**VIII. JURY DEMAND**

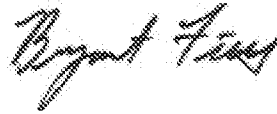
36. Plaintiff hereby demands a trial by jury.

**IX. PRAYER**

37. Plaintiff prays that this citation is issued and will be served upon Defendants in a form and manner prescribed by law, requiring that Defendants appear and answer, and that upon final hearing, Plaintiff has judgment against Defendants in a total sum in excess of the minimum jurisdictional limits of this Court, plus pre-judgment and post judgment interests, all costs of Court, exemplary damages, attorneys' fees, and all such other and further relief, to which she may be justly entitled.

Respectfully submitted,

**FITTS LAW FIRM, PLLC**



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SERVICE EMAIL

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**ATTORNEYS FOR PLAINTIFF**



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 23, 2020

Certified Document Number: 91208444 Total Pages: 11

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**

## CIVIL CASE INFORMATION SHEET (Rev. 2/13)

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED Opal Wiley v. Texas Watson Grinding & Manufacturing Co., et al  
(e.g., John Smith v. All American Insurance Co.; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:	
Name:	Email:	Plaintiff(s)/Petitioner(s):		<input type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:	
<u>Bryant Fitts</u>	<u>bffitts@fittslawfirm.com</u>	<u>Opal Wiley</u>			
Address:	Telephone:	Defendant(s)/Respondent(s):		Additional Parties in Child Support Case:	
<u>4501 Richmond Ave.</u>	<u>713.871-1670</u>	<u>Texas Watson Grinding &amp; Manufacturing Co., et al</u>		Custodial Parent:	
City/State/Zip:	Fax:			Non-Custodial Parent:	
<u>Houston, TX 77027</u>	<u>713-583-1492</u>			Presumed Father:	
Signature:	State Bar No:				
	<u>84040904</u>				
[Attach additional page as necessary to list all parties]					
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)	
<input type="checkbox"/> Debit/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <input type="checkbox"/> Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability <input type="checkbox"/> List Product: <input checked="" type="checkbox"/> Other Injury or Damage: <u>Personal Injury (non-auto)</u>	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <input type="checkbox"/> Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indicement <input type="checkbox"/> Other:	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <input type="checkbox"/> Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children <input type="checkbox"/> Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <input type="checkbox"/> Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order <input type="checkbox"/> Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
Employment	Other Civil				
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetrate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:				
Tax	Probate & Mental Health				
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax:	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:				
Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
Indicate damages sought (do not select if it is a family law case):					
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000					

Additional Defendant(s)

Watson Valve Services, Inc. KMHJ, LTD., KMHJ Management Company, LLC., 3M Company, Firestone Cryogenic's Inc., Firestone Cryogenic Equipment, Inc., Matheson Tri-Gas, Inc., Western International Gas & Cylinders, Inc., and Teledyne Exploration Company





I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

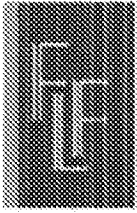
Witness my official hand and seal of office this July 23, 2020

Certified Document Number: 91208446 Total Pages: 2

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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7/7/2020 5:49:38 PM  
Marilyn Burgess - District Clerk  
Harris County  
Envelope No: 44327601  
By: HALL, BRITTANY  
Filed: 7/7/2020 5:49:38 PM  
18971 Richmond Avenue  
Houston, Texas 77027  
Voice (713) 871-1870  
Facsimile (713) 583-1492



FITTS LAW FIRM, PLLC

July 7, 2020

Via Texas E-filing System

Harris County District Clerk Office  
201 Caroline Street  
Houston, Texas 77002

Re: Cause No. \_\_\_\_\_; Harris District Court; *Opal Wiley v. Texas Watson Grinding and Manufacturing Co., Watson Valve Services, Inc. KMHJ, LTD., KMHJ Management Company, LLC., 3M Company, Firestone Cryogenic's Inc., Firestone Cryogenic Equipment, Inc., Matheson Tri-Gas, Inc., Western International Gas & Cylinders, Inc., and Teledyne Exploration Company*

Dear Sir or Madam:

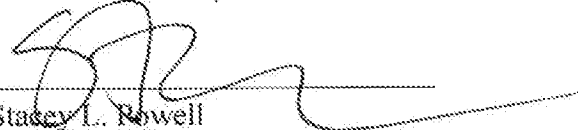
We recently file an Original petition and Request For Disclosures in the above styled case.

Can you please electronically send a copy of the citations to Stacey Powell at [spowell@fittslawfirm.com](mailto:spowell@fittslawfirm.com) or facsimile: (713) 583-1492?

Please contact our office relative to any questions or concerns that you may have.

Very truly yours,

FITTS LAW FIRM, PLLC

  
Stacey L. Powell  
Senior Paralegal



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 23, 2020

Certified Document Number: 91208447 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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the “Watson Facilities”) located in Houston, Texas. The cause of the fire and explosion is currently unknown.

2. Matheson, through its wholly owned subsidiary, Western, supplied polymer grade propylene to Watson Grinding.

3. Plaintiff’s claims against Matheson and Western arise from and relate to the January 24 fire and explosion that occurred at the Watson Facilities.

4. Pursuant to Texas statutory and common law, as well as a June 22, 2017 Product Supply Agreement between Matheson and Watson Grinding, Cross-Claimants are entitled to comparative liability, contribution, defense, and indemnity from Watson Grinding and Watson Valve as set forth below.

## **II. CROSSCLAIMS**

### **A. Comparative Liability and Contribution**

5. Cross-Claimants deny any and all liability in this litigation and deny Plaintiff’s allegations. To the degree Cross-Claimants are found liable to Plaintiff or others for damages caused in whole or in part by any acts or omissions of Watson Grinding relating to the explosion and fire at the Watson Facilities on January 24, 2020, Matheson and Western are entitled to contribution from Watson Grinding pursuant to Chapter 33 of the Texas Civil Practice & Remedies Code, or as otherwise permitted by Texas statutory and common law, for any percentage of liability assigned to Cross-Claimants.

6. The explosion and fire that is the basis for Plaintiff’s claims in this litigation occurred at the Watson Facilities. Watson Grinding is or may be liable to Cross-Claimants or Plaintiff for all or part of Plaintiff’s claims.

7. Cross-Claimants deny any and all liability in this litigation and deny Plaintiff's allegations. To the degree Cross-Claimants are found liable to Plaintiff or others for damages caused in whole or in part by any acts or omissions of Watson Valve relating to the explosion and fire at the Watson Facilities on January 24, 2020, Matheson and Western are entitled to contribution from Watson Valve pursuant to Chapter 33 of the Texas Civil Practice & Remedies Code, or as otherwise permitted by Texas statutory and common law, for any percentage of liability assigned to Cross-Claimants.

8. The explosion and fire that is the basis for Plaintiff's claims in this litigation occurred at the Watson Facilities. Watson Valve is or may be liable to Cross-Claimants or Plaintiff for all or part of Plaintiff's claims.

#### **B. Indemnity**

9. Cross-Claimants deny any and all liability in this litigation and deny Plaintiff's allegations. To the degree Cross-Claimants are found liable to Plaintiff or others for damages caused in whole or in part by any acts or omissions of Watson Grinding relating to the explosion and fire at the Watson Facilities on January 24, 2020, Cross-Claimants are entitled to defense, indemnity, and to be held harmless by and from Watson Grinding pursuant to the June 22, 2017 Product Supply Agreement, or as otherwise permitted by Texas statutory and common law.

10. Cross-Claimants deny any and all liability in this litigation and deny Plaintiff's allegations. To the degree Cross-Claimants are found liable to Plaintiff or others for damages caused in whole or in part by any acts or omissions of Watson Valve relating to the explosion and fire at the Watson Facilities on January 24, 2020, Cross-Claimants are entitled to defense, indemnity, and to be held harmless by and from Watson Valve pursuant to the June 22, 2017 Product Supply Agreement, or as otherwise permitted by Texas statutory and common law.

### III. PRAYER

WHEREFORE, PREMISES CONSIDERED, Cross-Claimants Matheson and Western pray that: (1) Watson Grinding's negligence or comparative fault be submitted to the trier of fact for consideration for contribution, (2) Watson Valve's negligence or comparative fault be submitted to the trier of fact for consideration for contribution, (3) Watson Grinding be held to defend and indemnify Cross-Claimants for any liability caused by Watson Grinding, (4) Watson Valve be held to defend and indemnify Cross-Claimants for any liability caused by Watson Valve and (5) for such other and further relief to which Cross-Claimants may be justly entitled.

*[Remainder of the Page Intentionally Left Blank]*

Date: July 8, 2020

Respectfully submitted,

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lovettm@gtlaw.com  
Karl D. Burrer  
State Bar No. 24043584  
burrerk@gtlaw.com  
**GREENBERG TRAUIG, LLP**  
1000 Louisiana, Suite 1700  
Houston, TX 77002  
Telephone: 713-374-3500  
Facsimile: 713-374-3505

/s/ Christopher M. LaVigne  
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Sarah-Michelle Stearns  
State Bar No. 24099029  
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Facsimile: 214-665-3601

**Attorneys for Western International Gas &  
Cylinders, Inc. and Matheson Tri-Gas, Inc.**



**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served on all parties on July 8, 2020 via the Court's emailing system to all counsel of record.

/s/ Christopher M. LaVigne  
Christopher M. LaVigne



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 23, 2020

Certified Document Number: 91228216 Total Pages: 6

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**I.**

**GENERAL DENIAL**

Defendants KMHJ, Ltd. and KMHJ Management Company, LLC generally deny each and every, all and singular, the material allegations in Plaintiff's petition and demand strict proof thereof by a preponderance of the evidence. Defendants hereby enter a General Denial.

**II.**

Defendants KMHJ, Ltd. and KMHJ Management Company, LLC assert there is a defect of parties. Defendants did not operate nor manage a manufacturing business or facility in Houston, Harris County, Texas. Defendants did not own nor operate a business utilizing propylene or other such chemicals.

**III.**

Defendants KMHJ, Ltd. and KMHJ Management Company, LLC assert that Defendants are not liable in the capacity in which they have been sued. Defendants did not operate nor manage a manufacturing business or facility in Houston, Harris County, Texas. Defendants did not own nor operate a business utilizing propylene or other such chemicals.

**IV.**

Further pleading, Defendants allege the action in question and any resulting damages were as a result of the acts or omissions of other named parties or entities and Defendants invoke the provisions of Texas Civil Practice Remedies Code, including but not limited to Chapter 33 and §33.001; §33.002; §33.003; §33.004; §33.011; §33.012 and §33.013.

**V.**

Further pleading, if necessary, Defendants allege and hereby invoke the privileges of Chapter 41 of the Texas Civil Practice Remedies Code, including but not limited to §41.001;

§41.002; §41.002(a)(b)(c) and (d); §41.003; §41.004; §41.006; §41.007; §41.008; §41.009; §41.010; §41.011; §41.012 and §41.013.

## VI.

Further pleading, if necessary, in the alternative, Defendants allege that they did not breach any duty owed to Plaintiff or any other party and any alleged acts or omissions of Defendants, KMHJ, Ltd. and KMHJ Management Company, LLC and were not a proximate cause of the alleged accident in question and the resulting damages.

## VII.

Further pleading, if necessary, in the alternative, Defendants assert all available defenses under §41.0105 of the Texas Civil Practice Remedies Code; in addition to any other limitation or law, recovery of medical or healthcare expenses incurred is limited to the amount actually paid or incurred by or on behalf of Plaintiff.

## VIII.

Further pleading, Defendants submit Plaintiff's claims for punitive damages, exemplary damages, if any, are limited under the Texas Civil Practice and Remedies Code §41.008 with the amount of recovery of exemplary or punitive damages not to exceed two times the amount of economic damages, plus, an amount equal to any non-economic damages found by the jury, not to exceed the sum of \$150,000; or \$200,000. *See* Texas Civil Practice Remedies Code §41.008. Plaintiff further may not recover any interests from any award of punitive or exemplary damages. *See* Texas Civil Practice Remedies Code §41.007.

## IX.

Further pleading, Defendants argue any award of punitive or exemplary damages is unconstitutional and that the award of such damages constitutes punishment and violation of the

Eighth Amendment of the United States Constitution. Plaintiff's claims for punitive or exemplary damages violates both the U.S. and Texas Constitutions guaranteeing the right to due process as provided in the Fifth and Fourteenth Amendments of the United States Constitution, in addition to Article One, Section Nineteen of the Texas Constitution.

**X.**

Further pleading, punitive and exemplary damages violate the double jeopardy clause of the Fifth Amendment to the United States Constitution. Plaintiff's claim for punitive or exemplary damages also violates Defendants' right to protection from being subjected to excessive fines, as provided in Article One, Section Thirteen of the Texas Constitution. Claims for punitive damages should be separated from compensatory damages in a bifurcated trial. Otherwise, evidence admissible on the question of punitive damages may inflame and destroy a jury's assessment of compensatory damage liability.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that Plaintiff recover nothing of and from Defendants, and Defendants be discharged to go hence without delay and recover their cost, that Plaintiff's claims and/or causes of action be dismissed, and for such other and further relief to which Defendants, KMHJ, Ltd. and KMHJ Management Company, LLC may be justly entitled.

Respectfully submitted,

THE SILVERA FIRM  
A Professional Corporation

BY: /s/ Robert C. Turner  
Robert C. Turner  
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Dallas, Texas 75248  
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[notice@silveralaw.com](mailto:notice@silveralaw.com)

ATTORNEYS FOR DEFENDANTS  
KMHJ, LTD., and KMHJ MANAGEMENT  
COMPANY, LLC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing document was served upon counsel of record in accordance with the Texas Rules of Civil Procedure on this the 14<sup>th</sup> day of July 2020.

Bryant Fitts [bfitts@fittslawfirm.com](mailto:bfitts@fittslawfirm.com)  
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*Counsel for Plaintiff*

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*Counsel for Defendants Western International Gas  
& Cylinder, Inc., and Matheson Tri-Gas, Inc.*

/s/ Robert C. Turner  
Robert C. Turner

**ORIGINAL ANSWER OF DEFENDANTS**  
**KMHJ, LTD. AND KMHJ MANAGEMENT COMPANY, LLC**  
RCT/CJR

Page 5



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 23, 2020

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Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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## 189<sup>th</sup> JUDICIAL DISTRICT

## II. REQUEST FOR RELIEF

WHEREFORE, Defendants Western International Gas & Cylinders, Inc. and Matheson Tri-Gas, Inc. respectfully request that Plaintiffs take nothing by reason of their suit against Defendants, and that the Court grant such other and further relief, at law or in equity, to which Defendants are justly entitled.

Dated: July 16, 2020

Respectfully submitted,

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Facsimile: 214-665-3601

**Attorneys for Defendants Western  
International Gas & Cylinders, Inc. and  
Matheson Tri-Gas, Inc.**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served on all parties on July 16, 2020 via the Court's emailing system to all counsel of record.

/s/ Christopher M. LaVigne  
Christopher M. LaVigne



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

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HARRIS COUNTY, TEXAS

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